



State of Arizona

Department of Education

Invitation For Bid

Cover Page

Solicitation Number: ED06-0038

Solicitation Due Date / Time: January 26, 2006, at 3:00 P.M. Mountain Standard Time

Submittal Location: Arizona Department of Education
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

Description of Procurement: Copier Maintenance

Commodity Code: 1600-38-1000

A Pre-Bid Conference will not be held in conjunction with this procurement.

In accordance with A.R.S. § 41-2533, competitive sealed bids for the materials or services specified will be received by the Arizona Department of Education's Contracts Management Unit at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name and bid price of each Offeror will be publicly read.

Offers must be in the actual possession of the Arizona Department of Education's Contracts Management Unit on or prior to the time and date, and at the submittal location indicated above. ***Late offers will not be considered.***

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Richard Adickes

Procurement Officer

(602) 364-2517
Telephone Number

January 12, 2006
Date

OFFER AND AWARD



ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED06-0038

OFFER

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications and amendments in the solicitation.

Company Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City State Zip Code

Signature of Authorized Person

Telephone Number: _____

Facsimile Number: _____

Offeror's Arizona Transaction (Sales) Privilege Tax License Number: _____

Offeror's Federal Employer Identification Number: _____

Acknowledgement of Amendment(s);
*(Offeror acknowledges receipt of amend-
ment(s) to the Solicitation for Offers and
related documents numbered and dated.*

Amendment No. Date

Amendment No. Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD

(For State of Arizona Use Only)

Your Offer, dated _____, 2006 is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the State.

This Contract shall henceforth be referred to as Contract Number ED06-0038- .

You are hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____ 2006.

Douglas C. Peeples, CPPB, CPCPM
Chief Procurement Officer

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Contract Management Unit
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SECTION 1

SPECIFICATIONS / SCOPE OF WORK

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1. Contractor shall provide full-coverage maintenance with all consumable products with cost-per copy rate provided
 - Including drums and staples, but excluding paper
 - Monday thru Saturday, 8:00am thru 9:00pm with four hour on-site response time
 - Downtime – if machine is not repaired to full functionality within 24 hours, contractor to provide replacement machine until ADE machine is repaired and on-line
2. Work performed on copier equipment shall be done solely by technicians who have as a minimum, completed, passed and received certifications from one or more of the following:
 - Original Equipment Manufacturer (OEM) equipment training program
 - Independent Training Facility equivalent equipment training program
3. Service technicians shall be capable of diagnosing all copier equipment problems, obtaining required components/parts, and initiating and completing all on-site repairs required to bring equipment back up to OEM published specifications within 24 hours.
4. All defective or unserviceable “worn” parts shall be replaced with parts approved by the OEM. All replacement parts shall carry OEM or better standard warranties. Parts shall include; like transfer parts, PM Kits and supplies not listed as consumable.
5. The contractor shall immediately remedy any defects due to faulty workmanship.
6. All hardware retrofits and software upgrades offered by an OEM shall be provided at no charge to the contract customer(s). The contractor shall notify ADE of such hardware retrofits and software upgrades within thirty (30) days of notice from the OEM. The contractor shall schedule installation of such equipment retrofits and software upgrades within a mutually agreed upon time frame.
7. Contractor shall maintain complete and accurate records required to substantiate services provided to all affected contract customers. Such records shall, as a minimum, indicate the dates, times and duration of provided service(s) along with service detail (what tasks were accomplished/parts replaced, etc.). Contractor shall make these records available upon request at no additional cost.
8. The following is a listing of the machines requiring maintenance under this contract:

| Canon Model # | Meter Count As Of 1/11/06 | Installation Date |
|---------------|------------------------------|------------------------------|
| IR 2800 | 324,745 | 7/03 |
| IR 3300 | 388,745 | 7/03 |
| IR 400S | 534,070 | 5/03 |
| IR 400S | 482,956 | 11/00 (Located in Flagstaff) |
| IR 4570 | 145,526 | 7/05 |
| IR 4570 | 152,438 | 7/05 |

SECTION 1
SPECIFICATIONS / SCOPE OF WORK

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| | | |
|---------|---------|------|
| IR 4570 | 170,462 | 7/05 |
| IR 4570 | 191,615 | 7/05 |
| IR 4570 | 166,332 | 7/05 |
| IR 4570 | 120,313 | 7/05 |
| IR 4570 | 69,982 | 7/05 |

9. Ten additional IR 4570's will be added after their initial 90 day warranty period. The warranty period will expire on February 28, 2006.
10. One IR 4570 under warranty until February 28th is located in Tucson. All remaining equipment is located in Phoenix at several locations.

SECTION 2 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
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1535 West Jefferson Street, Bin #37
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1. **Definition of Terms Used in These Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 3, Paragraph 1, have the following meaning:
 - A. "ADE" means the Arizona Department of Education.
 - B. "Department" means the Arizona Department of Education.
 - C. "Information Technology" means all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, firmware, vendor support and related services, and equipment (including without limitation, computers, data processors, microprocessors, calculators, programmable systems and other electronic devices).
2. **Changes.**
 - A. The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
 - (1) Description of services to be performed.
 - (2) Quantity and configuration of covered units.
 - (3) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (4) Place of performance of the services.
 - (5) Method of shipment or packing.
 - (6) Place of delivery.
 - B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Procurement Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.
 - C. The Contractor must assert its right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the Contract.
 - D. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Procurement Officer shall have the right to prescribe the manner of the disposition of the property.
 - E. Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.
3. **Indemnification**

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out

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of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

4. Insurance Requirements:

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.
 - General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Fire Legal Liability \$ 50,000
 - Blanket Contractual Liability – Written and Oral \$1,000,000
 - Each Occurrence \$1,000,000

2. Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."

3. Worker's Compensation and Employers' Liability
Workers' Compensation Statutory

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| | |
|-------------------------|-------------|
| Employers' Liability | |
| Each Accident | \$ 500,000 |
| Disease – Each Employee | \$ 500,000 |
| Disease – Policy Limit | \$1,000,000 |

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. Additional Insurance Requirements: The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. Notice Of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name and Address) and shall be sent by certified mail, return receipt requested.

D. Acceptability Of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

E. Verification Of Coverage: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the person identified in paragraph 21 of this section. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. Approval: Any modification or variation from the insurance requirements in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final.

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Such action will not require a formal contract amendment, but may be made by administrative action.

- G. Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply
- 4. Contract Term.** The initial term of this Contract shall commence on the date the Procurement Officer signs the Offer and Acceptance Form, signifying ADE's acceptance of the Offeror's proposal and will remain in effect through January 31, 2007, unless terminated, canceled, or extended as otherwise provided herein.
- 5. Option to Renew Contract.** This Contract shall not bind nor purport to bind ADE and the Contractor for any contractual commitment in excess of the original contract term. ADE shall have the right, at its sole option, to renew the Contract, in one year increments, not to exceed a total contracting term of five years. If ADE exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the option terms.
- 6. Safety Standards.** All items supplied under this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 7. Price Adjustments.** Prices shall remain as bid for the initial term of this Contract, though, after that initial term the Contractor may request a price adjustment for products or services delivered under this Contract. Any requested price adjustment shall be fully documented to indicate reason or cause for the request. The Procurement Officer will analyze the request and compare it against market prices, trade publications, and the Consumer Price Index. If the Procurement Officer and the Contractor agree to a price adjustment, it shall be effected through a written bi-lateral contract amendment. Price adjustments shall become effective upon signature of the Procurement Officer, or as mutually agreed, though, at no time, shall upward price adjustments be retro-active.
- 8. No Guaranteed Quantities.** The Contractor understands and hereby acknowledges that ADE makes no representations nor guarantees the Contractor any minimum or maximum number of units of service to be provided under this Contract.
- 9. Inclusive Offeror**
- Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
- 10. Cooperation With Other Contractors and Subcontractors.** The Contractor shall fully cooperate with other ADE contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other ADE contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other ADE contractors.
- 11. Non-exclusive Status.** ADE reserves the right to have the same or similar services provided by other than the Contractor.
- 12. Contractor's Warranty.**

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ARIZONA DEPARTMENT OF EDUCATION
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- A. All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.
- B. The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by ADE.
 - (1) The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.
 - (2) The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

13. Pricing

- A. Cost per Copy Charge – Pricing shall be firm fixed per copy (from 1 copy and above). Contractor shall only invoice/receive payment for the actual number of copies run within a given month. Invoicing shall be in arrears and shall include the monthly base charge and the actual numbers of copies run within the specified month.
- B. Pricing shall be inclusive of all labor, equipment, materials, parts, consumable supplies (with the exception of paper), software programs, software program upgrades, and services as required to maintain the copier equipment in accordance with the Original Manufacturer Specifications.
- C. Optional Discount Rate Program: The contractor may offer, at any time during the contract period, a cost-per-copy discount for copies run over a mutually agreed monthly quantity threshold (e.g., .0040 up to 10,000 copies and .0035 for every copy thereafter). The ADE at its sole discretion may elect to accept such value option discounts.

14. Shipping Terms. Bid price(s) and terms shall be F.O.B. Destination at:

Arizona Department of Education
1535 West Jefferson Street
Phoenix, Arizona 85009

15. Acceptance. Each item delivered will be subject to a complete inspection prior to acceptance. Inspection criteria shall include, but not limited to, conformity to the Specifications, mechanical integrity, quality, workmanship and materials.

16. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

17. Federal Immigration and Nationality Act:

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the

SECTION 2 SPECIAL TERMS AND CONDITIONS

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immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

18. Address to which Contractor payment(s) should be mailed, if different than that listed on the Offer and Award Form.

(Company Name)

(Street Address)

(City & State) (Zip Code)

19. Contractor representative to contact for contract administration purposes:

(Name and Title)

(Street Address)

(City & State) (Zip Code)

(Telephone & Facsimile Numbers)

(E-Mail Address)

20. The ADE representative to contact for technical or programmatic matters concerning contract performance (NOTE: this person is not authorized to direct contractor performance or make changes in contract requirements.)

Jill Stephens - ASOII
1535 W. Jefferson, Bin #54
Phoenix, AZ 85007
E-mail: Jill.Stephens@azed.gov

21. All contract administration matters will be managed by the Procurement Officer named below. All correspondence concerning this contract shall be directed to this individual.

Richard Adickes
Contracts Management Unit, Bin #37
1535 West Jefferson Street
Phoenix, Arizona 85007
Phone: (602) 364-2517
FAX: (602) 364-0598
E-Mail: Richard.Adickes@azed.gov

SECTION 3 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED06-0038

Version 7

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - A. “Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - B. “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - C. “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - D. “Contractor” means any person who has a Contract with the State.
 - E. “Days” means calendar days unless otherwise specified
 - F. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - G. “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - H. “Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - I. “Procurement Officer” means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
 - J. “Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - K. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - L. “State” means the State of Arizona and Department or Agency of the State that executes the Contract.
 - M. “State Fiscal Year” means the period beginning with July 1 and ending June 30.
2. Version 7.0 of the State of Arizona's Uniform Terms and Conditions is hereby incorporated by reference. These documents may be accessed through Enterprise Procurement Services by accessing the Internet at (www.azeps.az.gov) or by manually calling either Enterprise Procurement Services at (602) 542-5511 or the Arizona Department of Education at (602) 364-2517. ***It is the Offeror's responsibility to obtain the current revision of these documents.***

SECTION 4 SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
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SOLICITATION NO. ED06-0038

1. **Definition of Terms Used in These Special Instructions.** As used in these instructions, the following terms, in addition to those terms defined in Section 1, Paragraph 1, have the following meaning:
 - A. “ADE” means the Arizona Department of Education.
 - B. “Department” means the Arizona Department of Education.
2. **Required Information.** The following shall be submitted concurrent with and as part of the Offer.
 - A. Offer and Award Form;
 - B. Section 2, Paragraphs 18 and 19, Contract Administration;
 - C. Attachment 6.1, Prices;
 - D. Attachment 6.2, Sole Proprietor Certificate Waiver (if necessary);
 - J. Attachment 6.3, Arizona Substitute W-9 Form; and
 - K. Solicitation Amendments (if any);
3. **Authorized Signature.**
 - A. For any document that requires the Offeror’s signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by ADE, disclosure of ownership information shall be submitted.
 - (1) Privately Owned: The Owner must sign the contract.
 - (2) Partnership: A Partner must sign the contract.
 - (3) Corporation: A Corporate Officer must sign the contract.
 - B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee’s authority must accompany the contract. All addenda to the contract shall be signed by the authorized individual who signed the contract except that they may be signed by a duly authorized designee.
4. **Offer Evaluation.** In accordance with Arizona Procurement Code, R2-7-320A, Competitive Sealed Bids, award of a contract shall be made to the lowest responsive and responsible bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation for Bids.
5. **Federal Immigration and Nationality Act:** By submission of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

SECTION 4
SPECIAL INSTRUCTIONS TO OFFERORS

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6. **Certificate of Insurance Form.** ADE recommends that the Offeror consider using the sample Certificate of Insurance included in this Solicitation as Exhibit 7.1. If the Offeror wishes, it may submit a substantially similar Certificate of Insurance. If the Offeror so elects, the proposed Certificate of Insurance shall be submitted to ADE for review and approval.

SECTION 5 UNIFORM INSTRUCTIONS TO OFFERORS

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Version 6

1. **Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:
 - A. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
 - B. "*Contract*" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
 - C. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - D. "*Days*" means calendar days unless otherwise specified.
 - E. "*Exhibit*" means any item labelled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - F. "*Gratuity*" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - G. "*Offer*" means bid, proposal or quotation.
 - H. "*Offeror*" means a vendor who responds to a Solicitation.
 - I. "*Procurement Officer*" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
 - J. "*Solicitation*" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
 - K. "*Solicitation Amendment*" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
 - L. "*Subcontract*" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - M. "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.
2. Version 7.1 of the State of Arizona's Uniform Instructions to Offerors is hereby incorporated by reference. These documents may be accessed through Enterprise Procurement Services website by accessing the internet at (www.azeps.az.gov) or by calling either, Enterprise Procurement Services at 602-542-5511 or the Arizona Department of Education at 602-364-2517. ***It is the Offeror's responsibility to obtain the current revision of the documents.***

ATTACHMENT 6.1

Manufacturer: Cannon

| Model Number | Cost Per Copy Charge from 1 and Above (Per Unit Per Month) |
|---------------------|---|
| IR 2800 | |
| IR 3300 | |
| IR 400S | |
| IR 4570 | |

ATTACHMENT 6.2



ARIZONA DEPARTMENT OF ADMINISTRATION RISK MANAGEMENT SECTION

1818 WEST ADAMS
PHOENIX, ARIZONA 85007
FAX 542-1982

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____ (name of Sole Proprietors Business). I am performing work as an independent contractor for the State of Arizona, _____, for Workers' Compensation purposes, and therefore, I am not entitled to Workers' Compensation benefits from the State of Arizona, _____.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor: _____
Social Security Number: _____ Telephone #: _____
Street Address/P.O. Box: _____
City: _____ State: _____ Zip Code: _____
Signature of
Sole Proprietor: _____ Date: _____

Agency: Arizona Department of Education Agency #: 455
Signature of Agency
Contract Administrator: _____ Date: _____

Both signatures must be signed and the completed form submitted to the State of Arizona, Department of Administration, Risk Management Section, Insurance Unit, 1818 W. Adams, Phoenix, Az 85007. An authorized Risk Management Representative will sign and return to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer

Date

DO NOT SEND TO IRS

Vendor MUST Print
or Type information

STATE OF ARIZONA

SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM

DO NOT SEND TO IRS

Vendor MUST Print
or Type information

☒ Taxpayer Identification Number (TIN) ☐ TIN Type ☐ Employer Identification Number (EIN) ☒ State of Arizona HRIS EIN
 State of Arizona Employees ONLY

☒ Legal Name
 Must match TIN above

☒ Entity Type Select one of the following

- ☐ Corporation (NOT providing health care, medical or legal services) (5A)
☐ Corporation (providing health care, medical or legal services) (5M)
☐ Partnership, LLP (5T)
☐ PLLC, LLC (5C)
☐ Individual/Sole Proprietor (6I)
☐ The US or any of its political subdivisions or instrumentalities (2G)
☐ A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
☐ Tax-exempt organization under IRC §501 (5O)
☐ An international organization or any of its agencies or instrumentalities (5U)
☐ State of Arizona employee (1E)
☐ Other, Tax reportable entity (5P)

☒ Main Address Where tax information and general correspondence is to be mailed

DBA/Branch/Location

Address

Address continued

City State Zip code

☒ Remit to Address ☐ Same as Main

DBA/Branch/Location

Address

Address continued

City State Zip code

☒ Certification

Under Penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
- I am a U.S. person (including U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Signature Title Date

☒ Minority Business Indicator Select one of the following

- ☐ Small Business (01)
☐ Small Business- African American (23)
☐ Small Business- Asian (24)
☐ Small Business- Hispanic (25)
☐ Small Business- Native American (27)
☐ Small Business- Other Minority (05)
☐ Small, Woman Owned Business (06)
☐ Small, Woman Owned Business- African American (29)
☐ Small, Woman Owned Business- Asian (30)
☐ Small, Woman Owned Business- Hispanic (31)
☐ Small, Woman Owned Business- Native American (33)
☐ Small, Woman Owned Business- Other Minority (11)
☐ Woman Owned Business (03)
☐ Woman Owned Business- African American (17)
☐ Woman Owned Business- Asian (18)
☐ Woman Owned Business- Hispanic (19)
☐ Woman Owned Business- Native American (21)
☐ Woman Owned Business- Other Minority (08)
☐ Minority Owned Business- African American (04)
☐ Minority Owned Business- Asian (32)
☐ Minority Owned Business- Hispanic (74)
☐ Minority Owned Business- Native American (15)
☐ Minority Owned Business- Other Minority (02)
☐ Non-Profit, IRC §501(c) (88)
☐ Non-Small, Non-Minority or Non-Woman Owned Business (00)

☒ Contact Information

Name

Phone # EXT

Fax

email

STATE OF ARIZONA AGENCY USE ONLY

VENDOR: DO NOT WRITE BELOW THIS LINE

AGY Agency Authorization Phone # Date

STATE OF ARIZONA GAO USE ONLY

VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE

☐ IRS TIN Matching ☐ Corporation Commission ☐ HRIS ☐ Other ☐ Other

Vendor Number MC Processed by Date Processed

SUBSTITUTE W-9 INSTRUCTION SHEET

Purpose of form. The State of Arizona is required to file information returns with the IRS and provide correct taxpayer identification numbers (TINs) to report taxable income paid. **THE STATE WILL ISSUE FORM 1099-MISC BY JANUARY 31ST OF THE YEAR AFTER THE YEAR TAXABLE PAYMENTS OF \$600 OR MORE ARE RECEIVED. FOR MORE INFORMATION CONTACT THE STATE AGENCY FOR WHICH YOU PERFORM SERVICES FOR.**

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. You **must** provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31 % of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payment under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding. **If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding.**

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, **or**
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), **or**
3. The IRS tells the requester that you furnished an incorrect TIN, **or**
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), **or**
5. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|--|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship | The owner ³ |
| For this type of account: | Give name and EIN of: |
| 6. Sole proprietorship | The owner ³ |
| 7. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 8. Corporate | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Dept. of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name.

Use Substitute Form W-9 if you are a U.S. person (including a resident alien), to give your correct TIN to the requester and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

If you are a **foreign person**, IRS requires you use the appropriate form(s) as follows, instead of Form W-9:

1. Form W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding
2. Form W-8ECI, Certificate of Foreign Person's Claim for Exemption From Withholding on Income Effectively Connected With the Conduct of a Trade or Business in the United States
3. Form W-8EXP, Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding
4. Form W-8IMY, Certificate of Foreign Intermediary, Foreign Partnership, or Certain U.S. Branches for United States Tax Withholding
5. Form 8233, Exemption From Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual.

Note: If a requester gives you a form other than IRS Form W-9 or W-8 to request your TIN, you must use the requester's form if it is substantially similar to the IRS form.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. You must enter your **individual** name as shown on your social security card. You may enter your business trade, or "doing business as" name on the **business name** line.

Other entities. Enter your business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

Part I - Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.
Note: Writing "Applied For" means that you have already applied for a TIN **OR** that you intend to apply for one soon.

Part II-For Payees Exempt From Backup

Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate **Instructions for the Requester of Form W-9**.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, sign and date the form. If you are a nonresident alien or a foreign entity exempt from backup withholding, see page 1 for list of appropriate form(s) to submit.

Part III-Certification

For a joint account, only the person with the TIN in Part I should sign (when required).

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do have to sign the certification.

EXHIBIT 7.1



CERTIFICATE OF INSURANCE

CONTRACT NO. ED06-0038

VENDOR:

ARIZONA DEPARTMENT OF EDUCATION

CONTRACTS MANAGEMENT UNIT
1535 WEST JEFFERSON, Bin 37
PHOENIX, ARIZONA 85007
(602) 542-6537

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE STATE, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.

| NAME AND ADDRESS OF INSURANCE AGENCY: | COMPANY LETTER | COMPANIES AFFORDING COVERAGE: |
|---------------------------------------|----------------|-------------------------------|
| | A | |
| | B | |
| NAME AND ADDRESS OF INSURED: | C | |
| | D | |

| LIMITS OF LIABILITY MINIMUM – EACH OCCURRENCE | COMPANY LETTER | TYPE OF INSURANCE | POLICY NUMBER | DATE POLICY EXPIRES |
|---|----------------|--|---------------|---------------------|
| BODILY INJURY: PER PERSON \$ 100,000.00 EACH OCCURRENCE \$ 500,000.00 PROPERTY DAMAGE \$ 100,000.00 OR BODILY INJURY \$ 100,000.00 AND PROPERTY DAMAGE COMBINED | | COMPREHENSIVE GENERAL LIABILITY FORM PREMISES OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS PRODUCTS/COMPLETED OPERATIONS HAZARD PERSONAL INJURY BROAD FROM PROPERTY DAMAGE EXPLOSION & COLLAPSE (IF APPLICABLE) UNDERGROUND HAZARD (IF APPLICABLE) | | |
| SAME AS ABOVE | | COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWED (IF APPLICABLE) | | |
| NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM | | UMBRELLA LIABILITY | | |
| STATUTORY EACH ACCIDENT \$ 100,000.00 | | WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY | | |
| | | OTHER | | |

STATE OF ARIZONA AND THE DEPARTMENT NAMED ABOVE ARE ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

DATE ISSUED _____

AUTHORIZED REPRESENTATIVE

END OF SOLICITATION NO. ED06-0038